

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

GSI TECHNOLOGY, INC.,  
Plaintiff,  
v.  
UNITED MEMORIES, INC., et al.,  
Defendants.

Case No. [5:13-cv-01081-PSG](#)

**JURY VERDICT FORM**

United States District Court  
Northern District of California

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**I. Trade Secret Claims****A. GSI's Misappropriation of Trade Secrets Claims: Preliminary Questions**

1. Do you find by a preponderance of the evidence that GSI owned the information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered "No" for the information in all of the schematics, proceed to section I.M. If you answered "Yes" for the information in any of the schematics, then answer the next question.

2. Do you find by a preponderance of the evidence that the information in any of the following 25 circuit schematics was a trade secret at the time of the claimed misappropriation?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcals		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered “No” for the information in all of the schematics, proceed to section I.M. If you answered “Yes” for the information in any of the schematics, then answer the next question.

**B. GSI's Misappropriation of Trade Secrets Claims Against UMI**

3. Do you find by a preponderance of the evidence that UMI improperly used or disclosed the trade secret information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rlk		
3	rlk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered "No" for the information in all of the schematics, proceed to section I.M. If you answered "Yes" for the information in any of the schematics, then answer the next question.

4. Do you find by a preponderance of the evidence that UMI's misappropriation was a substantial factor in causing GSI to suffer harm?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section I.M.**

**C. UMI's Affirmative Defense: Unclean Hands**

5. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.D.**

6. Did UMI prove by a preponderance of the evidence that GSI's misconduct was directly related to its claim of misappropriation of trade secrets against UMI and resulted in prejudice to UMI?

Yes	No

**Proceed to the next question.**

**D. UMI's Affirmative Defense: Ready Ascertainability**

7. Did UMI prove by a preponderance of the evidence that GSI's alleged trade secrets were readily ascertainable by proper means at the time of the alleged acquisition, use, or disclosure?

Yes	No

**Proceed to the next question.**

**E. UMI's Affirmative Defense: Estoppel**

8. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its misappropriation of trade secrets claim intending that UMI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.F.**

9. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.F.**

10. Do you find by a preponderance of the evidence that UMI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.F.**

11. Do you find by a preponderance of the evidence that UMI reasonably relied upon GSI's conduct to UMI's injury?

Yes	No

**Proceed to the next question.**

**F. UMI's Affirmative Defense: Statute of Limitations**

12. Did UMI prove by a preponderance of the evidence that the misappropriation occurred on or before March 8, 2010?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section I.G.**

13. Did UMI prove that GSI knew or should have known, with the exercise of reasonable diligence, of the existence of the misappropriation on or before March 8, 2010?

Yes	No

**Proceed to the next question.**

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**G. GSI's Misappropriation of Trade Secrets Claims Against ISSI**

14. Do you find by a preponderance of the evidence that ISSI improperly acquired or used the trade secret information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered "No" for the information in all of the schematics, proceed to section I.L. If you answered "Yes" for the information in any of the schematics, then answer the next question.

15. Do you find by a preponderance of the evidence that ISSI's misappropriation was a substantial factor in causing GSI to suffer harm?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," then proceed to Section I.I.**

#### **H. ISSI's Affirmative Defense: Unclean Hands**

16. Did ISSI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.I.**

17. Did ISSI prove by a preponderance of the evidence that GSI's misconduct was directly related to its claim of misappropriation of trade secrets against ISSI and resulted in prejudice to ISSI?

Yes	No

**Proceed to the next question.**

#### **I. ISSI's Affirmative Defense: Ready Ascertainability**

18. Did ISSI prove by a preponderance of the evidence that GSI's alleged trade secrets were readily ascertainable by proper means at the time of the alleged acquisition, use, or disclosure?

Yes	No

**Proceed to the next question.**

**J. ISSI's Affirmative Defense: Estoppel**

19. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its misappropriation of trade secrets claim intending that ISSI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.K.**

20. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.K.**

21. Do you find by a preponderance of the evidence that ISSI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section I.K.**

22. Do you find by a preponderance of the evidence that ISSI reasonably relied upon GSI's conduct to ISSI's injury?

Yes	No

**Proceed to the next question.**

**K. ISSI's Affirmative Defense: Mitigation**

23. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.L.**

24. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

**Proceed to the next question.**

**L. Misappropriation of Trade Secrets: Damages**

25. What was the amount of GSI’s general damages?

\$\_\_\_\_\_

**Proceed to the next question.**

26. Was ISSI unjustly enriched by the misappropriation of GSI’s trade secrets?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to question 28.**

27. What was the amount of ISSI’s unjust enrichment?

\$\_\_\_\_\_

**Proceed to the next question.**

28. Did UMI act willfully and maliciously when it misappropriated GSI’s trade secrets?

Yes	No

**Proceed to the next question.**

29. Did ISSI act willfully and maliciously when it misappropriated GSI's trade secrets?

Yes	No

**Proceed to the next question.**

**M. Contention of Bad Faith Assertion of a Trade Secret Claim**

**Answer this question if you answered "No" for every schematic in question 1, or if you answered "No" for every schematic in question 2, or if you answered "No" for every schematic in question 3, or if you answered "No" to question 4, or if you answered "No" for every schematic in question 14, or if you answered "No" to question 15, or if you answered "Yes" to questions 16 and 17, or if you answered "Yes" to question 18, or if you answered "Yes" to questions 19, 20, 21, and 22, or if you answered "Yes" to questions 23 and 24.**

30. Did GSI initiate and/or maintain its claim of trade secret misappropriation against ISSI in bad faith?

Yes	No

**Proceed to the next question.**

**II. Intentional Interference with Prospective Economic Relations Claim****A. GSI's Intentional Interference with Prospective Economic Relations Claim: Preliminary Question**

31. Did GSI and Cisco have an economic relationship that probably would have resulted in an economic benefit to GSI?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section III.**

**B. GSI's Intentional Interference with Prospective Economic Relations Claim Against UMI**

32. Did UMI know of the economic relationship between GSI and Cisco?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.F.**

33. Did UMI engage in unfair competition?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.F.**

34. By engaging in this conduct, did UMI intend to disrupt GSI's relationship with Cisco or know that disruption of the relationship was certain or substantially certain to occur?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.F.**

35. Was the relationship disrupted?

Yes	No

**If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.F.**

36. Was UMI’s conduct a substantial factor in causing harm to GSI?

Yes	No

**If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.F.**

**C. UMI’s Affirmative Defense: Unclean Hands**

37. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.D.**

38. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of intentional interference with prospective economic relations and resulted in prejudice to UMI?

Yes	No

**Proceed to the next question.**

**D. UMI's Affirmative Defense: Estoppel**

39. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its intentional interference with prospective economic relations claim intending that UMI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.E.**

40. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.E.**

41. Do you find by a preponderance of the evidence that UMI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.E.**

42. Do you find by a preponderance of the evidence that UMI reasonably relied upon GSI's conduct to UMI's injury?

Yes	No

**If you answered "Yes," proceed to Section II.F. If you answered "No," proceed to the next question.**

**E. Damages as to UMI**

43. Has GSI proven that the conduct in question 33 caused damage to GSI?

Yes	No

**Proceed to the next question.**

44. If so, how much?

\$\_\_\_\_\_

**Proceed to the next question.**

45. Did UMI act willfully and maliciously when it intentionally interfered with GSI's prospective economic relations?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section II.F.**

46. What amount of punitive damages, if any, do you award GSI?

\$\_\_\_\_\_

**Proceed to the next question.**

**F. GSI's Intentional Interference with Prospective Economic Relations Against ISSI**

47. Did ISSI know of the economic relationship between GSI and Cisco?

Yes	No

**If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section III.**

48. Did ISSI engage in unfair competition?

Yes	No

**If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section III.**

49. By engaging in this conduct, did ISSI intend to disrupt GSI’s relationship with Cisco or know that disruption of the relationship was certain or substantially certain to occur?

Yes	No

**If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section III.**

50. Was the relationship disrupted?

Yes	No

**If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section III.**

51. Was ISSI’s conduct a substantial factor in causing harm to GSI?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.**

#### **G. ISSI Affirmative Defense: Unclean Hands**

52. Did ISSI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.H.**

53. Did ISSI prove by a preponderance of the evidence that GSI's misconduct was directly related to its claim of intentional interference with prospective economic relations and resulted in prejudice to ISSI?

Yes	No

**Proceed to the next question.**

#### **H. ISSI's Affirmative Defense: Estoppel**

54. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its intentional interference with prospective economic relations claim intending that ISSI rely on it or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.I.**

55. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.I.**

56. Do you find by a preponderance of the evidence that ISSI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.I.**

57. Do you find by a preponderance of the evidence that ISSI reasonably relied upon GSI's conduct to ISSI's injury?

Yes	No

**Proceed to the next question.**

**I. ISSI's Affirmative Defense: Mitigation**

58. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section II.J.**

59. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

**If you answered "Yes," proceed to Section III. If you answered "No," proceed to the next question.**

**J. Damages as to ISSI**

60. Has GSI proven that the conduct in question 48 caused damage to GSI?

Yes	No

**Proceed to the next question.**

61. If so, how much?

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**Proceed to the next question.**

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62. Did ISSI act willfully and maliciously when it intentionally interfered with GSI's prospective economic relations?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section III.**

63. What amount of punitive damages, if any, do you award GSI?

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**Proceed to the next question.**

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**III. Breach of Contract****A. GSI's Breach of Contract Claim Against UMI**

64. Did GSI and United Memories enter into a contract?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section IV.**

65. Did UMI fail to comply with its obligations under the contract?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section IV.**

66. Did UMI's failure to comply with the terms of the contract cause GSI damage?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section IV.**

**B. UMI's Affirmative Defense: Unclean Hands**

67. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section III.C.**

68. Did UMI prove by a preponderance of the evidence that GSI's misconduct was directly related to its claim of breach of contract and resulted in prejudice to UMI?

Yes	No

**Proceed to the next question.**

**C. UMI's Affirmative Defense: Estoppel**

69. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its breach of contract claim intending that UMI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section III.D.**

70. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section III.D.**

71. Do you find by a preponderance of the evidence that UMI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section III.D.**

72. Do you find by a preponderance of the evidence that UMI reasonably relied upon GSI's conduct to UMI's injury?

Yes	No

**Proceed to the next question.**

**D. UMI's Affirmative Defense: Waiver**

73. Did UMI prove that GSI knew that UMI had not performed its contractual promise?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section III.E.**

74. Did UMI prove that GSI knew that failure of UMI to perform these contractual promises gave GSI the right to sue UMI for damages?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section III.E.**

75. Did UMI prove that GSI intended to give up this right?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section III.E.**

76. Did UMI prove that GSI voluntarily gave up this right?

Yes	No

**Proceed to the next question.**

**E. UMI's Affirmative Defense: Statute of Limitations**

77. Did UMI prove that it breached the contract before March 8, 2010?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," proceed to Section III.F.**

78. Did UMI prove that GSI knew or should have known, with the exercise of reasonable diligence, of the existence of the breach before March 8, 2010?

Yes	No

**Proceed to the next question.**

**F. UMI's Affirmative Defense: Mitigation**

79. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section III.G.**

80. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

**If you answered "Yes," proceed to Section IV. If you answered "No," proceed to the next question.**

**G. Damages**

81. What are GSI's damages?

a. General damages \$ \_\_\_\_\_

b. Special damages \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**IV. Fraud****A. GSI's Claim of Fraud against UMI**

82. Did UMI make a false representation to GSI?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.**

83. Did UMI know that the representation was false, or did it make the representation recklessly and without regard for its truth?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.**

84. Did UMI intend that GSI rely on the representation?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.**

85. Did GSI reasonably rely on the representation?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.**

86. Was GSI's reliance on UMI's representation a substantial factor in causing harm to GSI?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section V.**

**B. UMI’s Affirmative Defense: Unclean Hands**

87. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.C.**

88. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of fraud and resulted in prejudice to UMI?

Yes	No

**Proceed to the next question.**

**C. UMI’s Affirmative Defense: Estoppel**

89. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its fraud claim intending that UMI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.D.**

90. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.D.**

91. Do you find by a preponderance of the evidence that UMI was ignorant of the true state of the facts?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.D.**

92. Do you find by a preponderance of the evidence that UMI reasonably relied upon GSI’s conduct to UMI’s injury?

Yes	No

**Proceed to the next question.**

**D. UMI’s Affirmative Defense: Waiver**

93. Did UMI prove that GSI knew that UMI’s work on Atris would not be for the benefit of GSI unless the parties entered into a separate contract for that work?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section IV.E.**

94. Did UMI prove that GSI continued to permit United Memories to work on an Atris design during the course of its 2008 contract for a 576 Mb RLDRAM design, with full knowledge of that UMI’s work on Atris would not be for the benefit of GSI without a separate contract for that work, when a reasonable person under the same or similar circumstances would not have done so?

Yes	No

**Proceed to the next question.**

**E. UMI’s Affirmative Defense: Statute of Limitations**

95. Did UMI prove by a preponderance of the evidence that UMI made a false representation that occurred on or before March 8, 2010?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section IV.F.**

96. Did UMI prove that GSI knew or should have known, with the exercise of reasonable diligence, of UMI’s false representation on or before March 8, 2010?

Yes	No

**Proceed to the next question.**

#### **F. Damages**

97. What are GSI’s damages?

a. Past economic loss

lost profits \$ \_\_\_\_\_

other past economic loss \$ \_\_\_\_\_

Total Past Economic Damages: \$ \_\_\_\_\_

b. Future economic loss

lost profits \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**Proceed to the next question.**

98. Did UMI act willfully and maliciously when it made the false representation?

Yes	No

**If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section V.**

99. What amount of punitive damages, if any, do you award GSI?

\$ \_\_\_\_\_

**Proceed to the next question.**

**V. False Promise****A. GSI's Claim of False Promise Against UMI**

100. Did UMI make a promise to GSI?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.**

101. Did UMI intend to perform this promise when UMI made it?

Yes	No

**If you answered "Yes," then stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered "No," then answer the next question.**

102. Did UMI intend that GSI rely on this promise?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.**

103. Did GSI reasonably rely on this promise?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.**

104. Did UMI perform the promised act?

Yes	No

**If you answered “Yes,” then stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered “No,” then answer the next question.**

105. Was GSI’s reliance on UMI’s promise a substantial factor in causing harm to GSI?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then stop here, answer no further questions, and have the presiding juror sign and date this form.**

**B. UMI’s Affirmative Defense: Unclean Hands**

106. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that was unconscionable?

Yes	No

**If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section V.C**

107. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of false promise and resulted in prejudice to UMI?

Yes	No

**Proceed to the next question.**

**C. UMI's Affirmative Defense: Estoppel**

108. Do you find by a preponderance of the evidence that GSI made a representation of fact relating to its false promise claim intending that UMI rely on it, or remained silent where GSI had a duty to speak and the circumstances required it to speak?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.D.**

109. Do you find by a preponderance of the evidence that GSI knew the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.D.**

110. Do you find by a preponderance of the evidence that UMI was ignorant of the true state of the facts?

Yes	No

**If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.D.**

111. Do you find by a preponderance of the evidence that UMI reasonably relied upon GSI's conduct to UMI's injury?

Yes	No

**If you answered "Yes," then stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered "No," proceed to the next question.**

**D. Damages**

112. What are GSI's damages?

a. Past economic loss

Lost profits \$ \_\_\_\_\_

Other past economic loss \$ \_\_\_\_\_

Total Past Economic Damages: \$ \_\_\_\_\_

b. Future economic loss

Lost profits \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**Proceed to the next question.**

113. Did UMI act willfully and maliciously when it made the false promise?

Yes	No

**If you answered "Yes," proceed to the next question. If you answered "No," stop here, answer no further questions, and have the presiding juror sign and date this form.**

114. What amount of punitive damages, if any, do you award GSI?

\$ \_\_\_\_\_

1 **Have the presiding juror sign and date this form.**

2  
3 Signed: \_\_\_\_\_  
4 **Presiding Juror**

5 Dated: \_\_\_\_\_

6  
7 After all verdict forms have been signed, notify the courtroom deputy that you are ready to present  
8 your verdict in the courtroom.

9 **SO ORDERED.**

10 Dated: November 22, 2015

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12 PAUL S. GREWAL  
13 United States Magistrate Judge  
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